



Juvenile Crime Prevention Council

June 13, 2022

Lt. Michael Petti, Program Director
Fayetteville Police Department
467 Hay Street
Fayetteville, NC 28301

Dear Mr. Petti,

The C.C. Juvenile Crime Prevention Council has received your 2022-2023 Program Application for the Fayetteville Police Department-Juvenile Restitution Program. After consideration of the 2021-2022 DAC Division of Juvenile Justice's projected allocations for local JCPC's, during their April 13, 2022, monthly meeting, the JCPC voted to make the following recommendation for your program:

JCPC Funds: \$50,592
County Funds: \$15,951

Since that time, the Cumberland County Board of Commissioners accepted the recommendation of the Council and adopted the FY2022-2023 budget at their June 6, 2022 budget work session.

Programs should be aware this amount is a projection and may change as a result of local and state allocation changes. Programs should be aware of the possibility of budget reductions in JCPC funding. Program managers may want to consider how a budget reduction could impact program operations in the upcoming fiscal year should our local JCPC allocation be affected. The council is encouraging all programs to take steps to ensure your program remains eligible for funding by satisfying all funding requirements including:

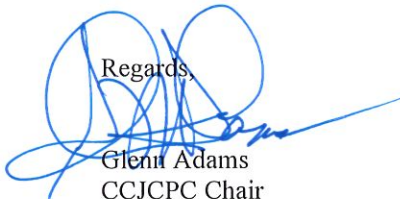
- Each program must provide documentation that links client screening and assessment information to the prioritized risk factors as defined in the program agreement to demonstrate how the program strategies reduce the risk factors and/ or increase the protective factors (e.g., specifically, develop client record tools and documentation that link client risk/need data collected at program intake to specific program strategies that are expected to positively change these risk factors, and effectively chart/record all documentation in the client record per DJJ minimum standards).

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- JCPC/DJJ required NCALLIES client tracking information must be submitted consistently by the deadlines set by the local JCPC.
- Each program must submit the JCPC's Monthly Reports (Cumulative Monthly Report, Measurable Objectives, and JCPC Participant Contact Information) on a monthly basis with the JCPC reimbursement requests.
- The JCPC is also asking the program to utilize effective programming strategies through SPEP, evaluations, current Program Protocols, and all other requirements by the State and County to ensure quality program performance.
- Special attention should be given to ensuring that all of the client files are current including progress notes and follow up to the assessments administered at program enrollment.
- The program staff should ensure that all aspects of the program documentation and implementation meet the minimum standards for this program type as outlined in the DACDJJ minimum standards. This information can be accessed at www.ncdjdp.org.
- Programs should continually review the DJJ policies and procedures and meet the minimum standards for their specific program type as well as the overall standards.
- Programs must fulfill all local requirements as outlined in the local addendum including Coordinator monitoring and attending program manager's meetings.

The local council is strongly recommending that programs begin seeking other funding sources to supplement increasing budget needs and identify areas where efficiencies can be recognized. Technical assistance is available to all JCPC programs. Please contact our JCPC Coordinator, Nichelle Gaines at 910-437-1884, or our Area Consultant, Crystal Bennett at 919-710-5331, to discuss technical and other assistance for your program.

Your support and dedication to the youth of Cumberland County is sincerely appreciated. The JCPC looks forward to working with your program during the upcoming year to make positive changes in the lives of our greatest resource, our youth.

Regards,

 Glenn Adams
 CCJCPC Chair

412 W. Russell Street | P.O. Box 1829 | Fayetteville, NC 28301

Phone: 910-437-1884 | Fax: 910-437-1909 | E-mail: ndgaines@co.cumberland.nc.us

co.cumberland.nc.us



North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 22-23	DPS/JCPC FUNDING # (cont only)	526-XXXX
COUNTY:	Cumberland	AREA:	Central Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:		Fayetteville-Cumberland Juvenile Restitution Program	

SPONSORING AGENCY:	Fayetteville Police Department		
SPONSORING AGENCY PHYSICAL ADDRESS:	467 Hay Street Fayetteville NC 28301		
SPONSORING AGENCY MAILING ADDRESS:	467 Hay Street Fayetteville NC 28301		
TYPE:	Public	FEDERAL ID #	566001226

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
35487	Fayetteville-Cumberland Juvenile Restitution Program	Restitution/Community Service	\$ 82,494
		Total cost of components:	\$ 82,494

Program Manager Name & Address *(same person on signature page)*

Name:	Michael Petti	Title:	Program Manager		
Mailing Address:	467 Hay Street	City:	Fayetteville	Zip:	28301
Phone:	(910) 433-1296	Fax:	(910) 433-1042	E-mail:	michaelpetti@fayettevillenc.gov

Contact Person *(if different from program manager)*

Name:	Deirdre Melvin	Title:	Program Coordinator		
Mailing Address:	467 Hay Street	City:	Fayetteville	Zip:	28301
Phone:	(910) 433-1020	Fax:	(910) 433-1042	E-mail:	deirdremelvin@fayettevillenc.gov

Program Fiscal Officer *(cannot be program manager)*

Name:	Jody Picarella	Title:	Assistant Chief Financial Officer		
Mailing Address:	433 Hay Street	City:	Fayetteville	Zip:	28301
Phone:	(910) 433-1859	Fax:	(910) 433-1680	E-mail:	jodypicarella@fayettevillenc.gov

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
35487	<p>NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program</p> <p>BRIEF DESCRIPTION: The program provides opportunities for juveniles to be accountable for their actions to the community and/or to victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court agreement, or diversion contract.</p>

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Fayetteville-Cumberland Juvenile Restitution Program					Component ID # 35487
What is this component's maximum client capacity at any given time?					70
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	90	Days
Total Component Cost:	\$82,494	÷ by	Estimated # to be served during funding period:	70	
Estimated Average Cost Per Youth:			\$1,178		
Applies to continuation programs only.	Actual number of youth admitted FY 20-21:			57	
	57	Number of admissions Juvenile Justice Referred		100% of total admissions	
	0	Number of admissions Law Enforcement Referred		0% of total admissions	
	0	Number of admissions District Court Referred		0% of total admissions	
		Actual number served FY 20-21:		63	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>1. Statement of the Problem: <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>The DACJJ reported FY 2017-2018 Needs Assessment Summary for Cumberland County Needs Assessment Summary as follows:</p> <p>Overall Needs Levels of disposed youth-County data for FY 2017-2018 reflects 71% Low Needs; 26% Medium Needs and 4% High Needs.</p> <p>1. Y1-Peer Relationships-County data for FY 2017-2018 reflects 11% of youth Rejected by Positive Peers, 24% have Some Association with Delinquent Peers, 12% have Regular Association with Delinquent Peers and 7% have Gang Association. 2. Y2-School Behavior-County data for FY 2017-2018 reflects that on average 14% have Minor School Behavior Problems, 24% have Moderate School Behavior Problems, 35% have Serious School Behavior Problems. 3. Y3- Academic Functioning-County data for 2017-2018 reflects 90% At Grade Level (or appropriately placed); 10% Below Grade Level, 4.Y4-Substance Abuse-County data for FY 2017-2018 reflects that on average 15% have Some Abuse Assessment and 12% have Some Abuse Treatment. 5. Y5-Juvenile Parental Status-County data for FY 2017-2018 reflects 99% Juvenile Not a Parent; 1% Juvenile is a Parent. 6. Y6-Abuse Neglect History-County data for 2017-2018 reflects 79% No Evidence of Abuse/Neglect; 19% Abuse Victim with Support; 3% Abuse Victim but No Support. 7. Y7-Sexual Behaviors-County data for FY 2017-2018 reflects 87% No Problem Sexual Behavior; 6% Sexual Behavior -Needs Assessment; 3% Dangerous Sexual Practices; 3% Has Sexually Victimized Others. 8. Y8-Mental Health Needs -County data for FY 2017-2018 reflects that on average 35% had Mental Health Needs Addressed and 21% Needs More Mental Health Assessment. 9. Y9-Basic Needs/Living-County data for 2017-2018 reflects 85% Living with Parent & Needs Met; 14% Temporary Residence & Needs Met; 0% Living with Parent & Needs Unmet and 1% Living Independently. 10. Y10- Health/Hygiene-County data for 2017-2018 reflects 91% No Health Hygiene Problem; 8% Health/Hygiene Problem but Unimpaired; 1% Health/Hygiene Problem but impaired or Untreated. 11. F1-Conflict in the Home-County data reflects 84% Supportive Home; 12% Domestic Discord; 4% Domestic Violence. 12. F2-Family Supervision Skills-County data for FY 2017-2018 reflects that on average there was 45% Marginal Skills and 3% Inadequate. 13. F3 Disability of Parent/Guardian-County data reflects 98% No Disabilities; 3% Disabilities Noted. 14. F4-Family Substance Abuse-County data reflects- 93% No Alcohol/Drug Abuse; 8% Family Alcohol/Drug Abuse. 15. F5 -Family Criminality-County data for FY 2017-2018 reflects that on average there was 30% Family Criminal History and 9% Family-Active Court Supervision or Gang Involvement.</p> <p>FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and delinquent behavior.</p>	
<p>2. Target Population: <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>The target population is for youth between the ages of 11-17 and/or any juvenile under the jurisdiction of the Court and/or Interstate Compact of Juveniles. The program will also monitor juveniles referred by Law Enforcement and Teen Court by providing job opportunities to ensure juveniles complete all mandatory requirements.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The FCCJRP focuses on making the offender accountable to the community and/or victim(s) through community service work. Monetary restitution is paid to victims that seek reimbursement for personal injury and/or property</p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>damage by the juvenile. FCCJRP provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, FCCJRP focuses on changing the juvenile's attitude and negative behavior through positive reinforcement and life experiences. Overall, it is the goal of FCCJRP to decrease future criminal misbehavior of those served in the program.</p>	
<p>4. Measurable Objective(s): <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>75% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.</p> <p>75% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>75% Clients will have no new complaints with an offense date after the admission date.</p> <p>75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>75% Clients will demonstrate accountability by actively participating in restitution/community service activities.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p>	
<p>5. Elevated Risks and Needs: <i>Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.</i></p> <p>The Juvenile Crime Prevention Council has prioritized the top five Risk Factors:</p> <ol style="list-style-type: none"> 1. School Behavior Problems. 2. In-School Suspension/Out-of-School Suspension/Teen Drop Outs. 3. Behavioral Health Needs (Mental Health/Substance Abuse) 4. Family Conflict/Parenting Skills 5. Negative Peer Relationships 6. Runaway Programs <p>County data reflects that 58% youth lack pro-social peers or sometimes associate with delinquent others;or regularly associates with others in delinquent activity.</p> <p>County data reflects that 79% of youth are age 12 years or older at the time of the 1st delinquent offense (on average 21% of youth were under the age of 12).</p> <p>County data reflects that nearly 54% of family (parent/guardian/custodian) supervision skills are reported as marginal or inadequate; and that family members have a criminal history and/or is incarcerated. Nearly 40% have family criminal history or family in active court supervision or gang activity.</p> <p>County data reflects that nearly 55% of youth have moderate to serious school behavior problems as a result poor school attendance and excessive in-school and/or out-of-school suspensions.</p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>The FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and attitudes toward deviance.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>1. Location: <i>List physical address(es) and describe where program services are delivered.</i></p> <p>3811 Sycamore Dairy Rd., Fayetteville, NC 28303</p> <p>List of Worksites are as follows: JW Coon Elementary School, 905 Hope Mills Rd., Fayetteville, NC 28304; Veterans Empowering Veterans, 325 B. Street, Fayetteville, NC 28301; Boys and Girls Club, 3476 Cumberland Rd., Fayetteville, NC 28306; Boys and Girls Club, 1018 Rochester Drive, Fayetteville, NC 28305; Westover High School, 277 Bonanza Drive, Fayetteville, NC 28303; Spring Lake Parks and Recreation, 245 Ruth Street, Spring Lake, NC 28390; Hoke County Animal Shelter, 353 Steele Rd, Raeford, NC 28376; Tru Blendz Barber Shop, 1555 Cain Rd, Fayetteville, NC 28303; Insoul Fellowship Church, 1077 71st School Rd, Fayetteville, NC 28314; American Legion Post 202, 834 Ramsey Street, Fayetteville, NC 28301; North Ramsey Street Church of God, 113 Circle Court, Fayetteville, NC 28301; Force of Life International Church, 2415 Gary St., Fayetteville, NC 28311; Gallberry Farm Elementary School, 8019 Byerly Drive, Hope Mills, NC 28348; Fascinate U Children's Museum, 116 Green Street, Fayetteville, NC 28301; ACC Sports Cuts, 702 N. Reilly Rd, Fayetteville, NC 28303; Cross Creek Church of Christ, 587 S. Reilly Rd, Fayetteville, NC 28314, Teens Do Care, 107 Odell Rd., Spring Lake, NC 28390. Worksites will resume working juveniles this fiscal year. The worksites will adhere to all safety procedures concerning COVID-19. I will continue to make contact with worksites each week to get an update on juveniles' performance and hours earned. Parents will resume transporting juveniles to worksites and the program will also provide transportation for juveniles during summer.</p> <p>Due to COVID19, the above worksites are not being utilized at this time. Juveniles are performing work duties at their homes and in their surrounding community. Parents/Guardians take photos and videos of juveniles performing duties and email them to my office along with the hours worked.</p>	
<p>2. Operation: <i>Describe the daily/weekly schedule of program operation.</i></p> <p>FCCJRP's business location is operational from 7:00am to 4:00pm Monday thru Friday.</p>	
<p>3. Staff Positions: <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>The Program Manager must possess at least a Bachelor's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency. The Program Manager is involved in the management of the program. The manager supervises the program coordinator. The manager signs off on 3rd Quarter Accounting Forms, Program Agreements, Budget Revisions and departmental requests.</p> <p>The Program Coordinator must possess a Bachelor's level Human Services Degree or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.</p> <p>The Program Coordinator recruits supervised worksites for clients to complete court ordered community service and/or monetary restitution. The coordinator supervises the program staff and any volunteers. He/She collects client referrals from court and reports admission, progress and termination data to DJJDP and CCJCPC on a monthly basis. The coordinator is responsible for daily program operations and is a direct supervision position. The coordinator directly supervises clients, maintains program work equipment, and maintains an accurate record of the number of days and hours worked by each client he/she supervises. The coordinator is responsible for recruiting worksites, worksite</p>	

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NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>inspections, maintaining contact with court counselors especially to resolve concerns when the client fails to meet program standards, maintains client files, and collecting information/data for program effectiveness and DJJDP/JCPC standards.</p> <p>The FCCJRP staff will confirm worksites and that all equipment is prepared and operational. At the worksites, the staff will supervise clients at work. The FCCJRP staff will provide necessary information and support to volunteer supervisors at approved worksites.</p>	
<p>4. Service Type SPEP: <i>Describe implementation to include:</i></p> <p>Primary Service: Restitution / Community Service; Secondary Service: None</p>	
<p>5. Admission Process: <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i></p> <p>The Program Coordinator will obtain referrals from the local DJJDP office. The Program Coordinator enters referrals into the FCCJRP database. The Program Coordinator mails out correspondence within 10 days of referral asking the parent of the juvenile to contact the office to schedule an orientation meeting. Both the parent and the juvenile must be present during the orientation to discuss program requirements and allow the Program Coordinator to meet with the juvenile. Once the program requirements are discussed, required documentation completed, and work schedules created, the juvenile is admitted into the program. Written client status forms and community worksite documentation is maintained within the client file.</p>	
<p>6. Termination Process: <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>Successful: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals. Satisfactory: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all program activities and did not meet all behavior goals. Unsuccessful: Failure to meet specific goals and requirements or make sufficient progress in the program. The provider shall request a consultation with the referring agent prior to termination. Non-Compliance: Unexcused absences or refusing to participate in treatment/intervention activities. Absenteeism plays a vital part of the success and failure in the program. The first unexcused absence will warrant a conference with the parent/guardian and client in reference to the program policy concerning unexcused absences. A second unexcused absence will warrant notifying the probation officer/court counselor. A third unexcused absence will result in termination from the program. The Fayetteville-Cumberland County Juvenile Restitution Program is responsible for making termination decisions. The program develops termination procedures including written termination forms and policies governing documentation of a juvenile's termination from a program.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>They advise on the number of new court petitions that are referred to the program: Total of new petitions and/or new motions for review with court since enrollment in the FCCJRP. FCCJRP staff seek input from court counselors staff and notify them about any concerns or non-compliance issues to resolve these situations prior to an unsuccessful termination. By completing the community service component, monetary restitution is paid to victims that incur personal</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
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	<p>/property injury or damage and seek reimbursement. Once the community service work requirements has been satisfied, the program will send a successful/satisfactory completion report to the county DJJDP office utilizing the status update form, a completed copy of the DJJDP CTF to the state office, and place a copy in the client's file. The program will not terminate without prior direct oral or written communication with the referral agency.</p>
	<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>FCCJRP staff picks up the referrals each week from the DJJDP office. The juvenile counselors and FCCJRP staff communicate via electronic mail, telephone, and office visits sharing information about the juveniles ordered to complete restitution/community service hours. The juvenile counselors and FCCJRP staff also communicate when the juvenile has been counseled for new violations and problems at the worksites (i.e. lack of participation, responsiveness to staff contact). Contact is made with the Department of Adult Corrections and Juvenile Justice monthly.</p>
	<p>8. Intervention/Treatment: <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>Clients served by the FCCJRP will repay the community and/or victims for damages caused by their actions. FCCJRP expects to redirect inappropriate youth behavior in our community by placing responsibility on the clients as they perform community service and monetary restitution work hours deterring them from future crime. Parents are required to transport the juvenile to FCCJRP, appropriate worksites and complete required surveys. The work site agreement and work site requirements forms are up-to-date. Juveniles earn up to \$250. Level 1 community service is up to 100 hours to pay restitution of up to \$500, Level II intermediate is community service between 100-200 hours to pay restitution more than \$500.</p>
	<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>The restorative practices (RP) concept has its roots in RJ. RP is an emerging field of practice and study devoted to building social capital and achieving social discipline through participatory learning and decision-making. RP ties together theory, research and practice in fields such as education, counseling, criminal justice, social work and organizational management. The unifying hypothesis of restorative practices is that human beings are happier, more cooperative and productive, and more likely to make positive behavioral changes when others do things with them (via collaboration), rather than to them (via coercion) or for them (via independent action).</p> <p>Reduction of recidivism is also a goal of RJ,[49] secondary to the restoration of offenders.[50] Proponents argue that it can prevent reoffending[49] and deter other potential criminals.[51] Critics counter that RJ does not significantly influence crime rates.[50][51]</p> <p>While some older studies showed mixed results, as of 2013, studies that compared recidivism rates have become more definitive and in favor of Restorative Justice.[49][51] Some studies claim modest, relative reductions,[52][53][54] [55] but more recent studies are finding significant and meaningful reductions in recidivism rates (see below). After defining RJ more accurately and perhaps improving RJ practices, Latimer, Dowden and Muise (2005)[56] conducted the second meta-analysis on the effectiveness of RJ. This study is very important because it addresses the file-drawer problem. Also, some of the studies analyzed implemented a randomized-control group (RCG) design (a gold standard in research methods), although this does not represent the majority of studies included. This meta-</p>

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<p>analysis lends empirical support for the effectiveness of RJ to lower recidivism rates and increase compliance and satisfaction rates. However, the authors caution that a self-selection bias is rife through most studies of restorative justice. They reference authors from one study (McCold & Wachtel, 1998) who found no evidence that restorative justice has a treatment effect on recidivism beyond a self-selection effect.</p> <p>The third meta-analysis on the effectiveness of RJ was conducted by Bradshaw, Roseborough, and Umbreit (2006). The results of this meta-analysis add empirical support for the effectiveness of RJ in reducing juvenile recidivism rates. Since then Baffour (2006) and Rodriguez's (2007) studies also supports the use of RJ over the traditional justice system when it comes to recidivism rates. Bergseth and Bouffard (2007, 2012) supports these findings and also concludes that there may be some long-term effects of RJ over the traditional justice system; as well as RJ being more effective with serious crimes. RJ participants are less likely to commit serious crimes if they do re-offend and they go longer without re-offending. All of these studies found that RJ is equally effective regardless of race. Sherman & Strang's.</p>	

SECTION V**Terms of Agreement**

NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES when an application is approved for funding.

This Agreement is entered into by and between Department of Public Safety, (*hereinafter referred to as the DPS*), and County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective _____ and shall terminate _____.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$ _____ for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties**DPS shall:**

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy;
3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor the Sponsoring Agency's funded program(s) in accordance with *DPS JCPC Policy 3. Operations: Program*

Oversight and Monitoring; and

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;

14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;
16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;
17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;
19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with the DPS JCPC Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C. G.S. §§ 143B-845 to 851;
3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;
4. Submit any other information requested by the County or DPS; and
5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*.
Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c) 3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);
2. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;
4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
Reference: 14B NCAC 11B.0108; DPS JCPC Policy (policies 8 and 9).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for

any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.
Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/

reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities

An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention

Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no

overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement,

or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Fayetteville-Cumberland Juvenile Restitution Program		Fiscal Year	FY 22-23
Item #	Justification	Expense	In Kind Expense
120	Program Coordinator, CPG 156, 40 hours @22.628, 47,066/2080; Cost of living increase @3%, 1,412	\$48,478	
180	FICA 7.65% (\$3708.53), Retirement 12.10% (\$5,865.77) Worker's comp 2.70%(\$1,308.89), Dental, life ins., Health ins, \$8,722, longevity pay 6%(\$2,908.65), 401K,1%, \$484.78	\$22,998	
250	1 Program Vehicle-Fuel Cost (\$814 estimated cost) Vehicle is used to go out to worksites to do safety inspections, locate additional work sites and also to check on clients at worksites.	\$814	
260	Paper, toner, discs, etc	\$300	
310	Staff Development Conference/Training Expense	\$300	
320	Postage	\$100	
350	1 Program Vehicle- Maintenance/Repair Expenses (\$1,000 estimated cost) This vehicle is currently part of inventory and maintenance to be ensured on this vehicle.	\$1,000	
390	Monetary Restitution Bank for reimbursement for victims @ \$5.00 per hour x 1600/hours)	\$8,000	
450	Liability insurance coverage for 70clients	\$262	
450	Accident insurance @\$2.25 per client for 70 clients, \$85 Annual Membership	\$242	
TOTAL		\$82,494	

Job Title	Annual Expense Wages	Annual In Kind Wages
Cost of Living Adjustment (COLA) is included as wages	\$1,412	
Program Coordinator - \$22.628/hr x 40/hrs=\$905.12/wk x 52 weeks=\$47066	\$47,066	
TOTAL	\$48,478	

SECTION VII**Program: Fayetteville-Cumberland Juvenile Restitution Program****Fiscal Year: FY 22-23****Number of Months: 12**

	Cash	In Kind	Total
I. Personnel Services	\$71,476		\$71,476
120 Salaries & Wages	\$48,478		\$48,478
180 Fringe Benefits	\$22,998		\$22,998
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,114		\$1,114
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$814		\$814
260 Office Supplies and Materials	\$300		\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$9,400		\$9,400
310 Travel & Transportation	\$300		\$300
320 Communications	\$100		\$100
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$1,000		\$1,000
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$8,000		\$8,000
IV. Fixed Charges & Other Expenses	\$504		\$504
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$504		\$504
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$82,494		\$82,494

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 22-23 Cumberland County Funding ID: 526-XXXX		
Sponsoring Agency: Fayetteville Police Department Program: Fayetteville-Cumberland Juvenile Restitution Program		

\$50,592	DPS/JCPC Funds	* This is the amount of your request on your application
20%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?
\$15,951	County Cash	Cumberland County <i>(Specify Source)</i>
\$15,951	Local Cash	PD City of Fayetteville <i>(Specify Source)</i>
	Local Cash	<i>(Specify Source)</i>
	Local In-Kind	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
\$82,494	TOTAL	\$10,118 \$31,902
		Required Local Match Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director	Date
Chair, Juvenile Crime Prevention Council	Date
Michael Petti	6/7/22
Program Manager	Date